

FABYANSKE, WESTRA, HART & THOMSON, P.A.  
333 South Seventh Street, Suite 2600  
Minneapolis, MN 55402  
Telephone: (612) 359-7600  
Paul L. Ratelle (*pro hac vice* pending)  
pratelle@fwhtlaw.com

*Attorneys for FG, LLC*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----	X	
	:	
In re:	:	
	:	Chapter 11
SEARS HOLDINGS CORPORATION, <i>et al.</i> , <sup>1</sup>	:	Case No. 18-23538 (RDD)
	:	
	:	(Jointly Administered)
Debtors.	:	
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**FG, LLC's CURE CLAIM OBJECTION FOR STORE NO. 7648  
(MAUSTON, WISCONSIN) AND RESERVATION OF RIGHTS**

FG, LLC ("Lessor") pursuant to the *Order Approving Global Bidding Procedures and Granting Related Relief*, dated November 19, 2018 ("**Global Bidding Procedures Order**")

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); [BlueLight.com](http://BlueLight.com), Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); [Kmart.com](http://Kmart.com) LLC (9022); and Sears Brands Management Corporation (5365) (collectively, the "Debtors"). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

hereby submits its cure claim objection and reservation of rights (“**Cure Claim Objection**”) under Section 365(b) of title 11, United States Code (“**Bankruptcy Code**”) in response to Kmart Corporation’s proposed assumption and assignment of an unexpired nonresidential real property lease for Kmart Store No. 7648 located at 800 North Union, Mauston, Wisconsin 53948 (the “**Leased Store**”).

### **BACKGROUND**

1. On October 15, 2018 (“**Petition Date**”), Sears Holdings Corporation and several of its affiliates, including Kmart Corporation, (the “**Debtors**”) filed voluntary petitions under chapter 11 of the Bankruptcy Code.

2. Prior to and after the Petition Date, Lessor was and continues to be the landlord and Kmart Corporation (“**Kmart**”) was and continues to be the tenant under a lease of the Leased Store, which is nonresidential real property, dated as of November 20, 1987, as amended and modified from time to time thereafter (“**Lease**”).

3. On or about January 18, 2019, the Debtors served upon Lessor Debtor’s *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Global Sale Transaction* (ECF Dkt. No. 1731; the “**Assumption Notice**”).

4. In its Assumption Notice, the Debtors state that “Each of the Leases related to the Retail Stores included in the Successful Bid that may be assumed and assigned in connection with the Global Asset Sale Transaction and the Debtors’ calculation of the Cure Costs with respect thereto are set forth on **Exhibit B** hereto. *Assumption Notice*, p. 2.

5. In Exhibit B to the Assumption Notice, the Debtors provided for a “Cure Amount” for the Leased Store of \$11,146. This amount includes an amount Kmart is obligated under Section

15 of the Lease for “maintenance, replacement and repair necessary to keep the demised premises in a good state of repair and tenantable condition” and Kmart is obligated to pay to the Lessor Kmart’s “pro rata share of the costs (for sweeping, stripping and snow removal for the parking areas, driveways, sidewalks and streets of the premises and maintain same in a clean, safe, sightly and serviceable condition and maintain all landscaped areas)” (collectively referred to herein as “CAM”). The Lessor invoiced Kmart on October 17, 2018 in the amount of \$12,643.95 for CAM for the period of July 1, 2018 through September 30, 2018, the third quarter of 2018. However, the Lessor agrees that the amount due for CAM for this period in the amount of \$11,146 is correctly stated by the Debtors as the “Cure Amount” under Exhibit B of the Assumption Notice for the Leased Store.

6. By invoice dated January 22, 2019, the Lessor has charged Kmart for CAM for the period of October 1, 2018 to December 31, 2018 in the amount of \$10,044.36. A true and correct copy of this invoice is attached hereto as **Exhibit 1**.

7. In addition, under the terms of the Section 5 of the Lease, Kmart is also obligated to “pay and discharge all ad valorem real estate taxes and all assessments, general or specific, levied against the taxable premises during the term of the lease . . . The date of levy of all ad valorem real estate taxes shall be deemed to be the date specified by each applicable taxing jurisdiction for which such taxes become a lien on the taxable premises. [Kmart’s] liability and obligations hereunder to pay such ad valorem real estate taxes shall be fully accrued, fixed and final on the date of levy thereof.” By invoice dated January 8, 2019, the Lessor charged Kmart \$71,881.04 for its pro rata share of real estate taxes for 2018 in the amount of \$150,218.69, which is due on January 31, 2019, and which the Lessor paid to the City of Mauston on January 8, 2018.

A true and correct copy of this invoice and the Lessor's related payment is attached hereto as **Exhibit 2.**

8. The Debtors did not include the amounts due from Kmart to the Lessor as set forth in Exhibits 1 and 2 hereof (the "Additional Invoiced Amounts") in the "Cure Amount" for the Leased Store in Exhibit B to the Assumption Notice.

9. The Lessor submits that under Section 365(b)(1), it is entitled to receive the Additional Invoiced Amounts as additional Cure Amounts in connection with the Kmart's assumption of the Lease.

10. The proposed sale order submitted with the Debtors' included with their *Notice of Successful Bidder and Sale Hearing* (ECF Dkt. No. 1730, pp. 261-315) provides that: "

Payment of the Cure Costs shall (i) be in full satisfaction and cure of any and all defaults under the Assigned Agreements, whether monetary or non-monetary and (ii) compensate the non-Debtor counterparty for any actual pecuniary loss resulting from such defaults. Each non-Debtor party to an Assigned Agreement is forever barred, estopped and permanently enjoined from asserting against the Debtors or the Buyer, their affiliates, successors or assigns or the property of any of them, any default existing as of the date of the Sale Hearing if such default was not raised or asserted prior to or at the Sale Hearing.

*Id.* at proposed "Sale Order" ¶26.<sup>2</sup>

11. As the Additional Invoiced Amounts remain unpaid by Kmart, the Sale Hearing is presently set for February 4, 2019, and the timing of Kmart's assumption of the Lease remains open, then, to the extent that the Kmart's obligation to pay to the Lessor the Additional Invoiced

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<sup>2</sup> In its Notice of successful Bidder and Sale Hearing, the Debtors define "Cure Costs" in the Assdet Purchase Agreement attached as Exhibit B thereto as follows:

"Cure Costs" means all amounts payable in order to cure any monetary defaults required to be cured under section 365(b)(1) of the Bankruptcy Code or otherwise to effectuate, pursuant to the Bankruptcy Code, the assumption of the Assigned Agreements, whether as determined by the Bankruptcy Court or agreed to by the Buyer and the non-debtor counterparty to the applicable Assigned Agreement.

Amounts are not now defaults under the Lease, but become so as of the date of the Sale Hearing or on a date on or prior to Kmart's assumption of the Lease, the Lessor hereby reserves all rights to be paid the Additional Invoiced Amounts as Cure Costs which Kmart is obligated to pay to the Lessor in order to assume the Lease.

12. This Cure Claim Objection is without prejudice to the fact that other and additional cure claim amounts (a) may exist and/or may become known at a future date and (b) will accrue on an ongoing basis between the filing of this Cure Claim Objection and any subsequent assumption of the Lease and/or the date of the Sale Hearing. The Lessor expressly reserves its right to amend or supplement its Cure Claim Objection though and including the effective date of any proposed assumption and assignment of the Lease.

Dated: January 25, 2019

**FABYANSKE, WESTRA, HART & THOMSON,  
P.A.**

/s/ Paul L. Ratelle

Paul L. Ratelle (*pro hac vice* pending)

Minnesota Bar No. 127632

pratelle@fwhtlaw.com

333 South Seventh Street, Suite 2600

Minneapolis, MN 55402

Telephone: (612) 359-7636

Facsimile: (612) 359-7602

*Attorneys for FG, LLC*

## EXHIBIT 1

## INVOICE

**FG, LLC**

**DATE: January 22, 2019**

c/o Michael I. Sidley  
2940 Westwood Blvd., 2nd Floor  
Los Angeles, CA 90064  
310-229-8941 or 310-474-5370

**TO: Kmart Corporation Store #7648**  
c/o Sears, Roebuck & Co.  
3333 Beverly Road  
Hoffman Estates, IL 60179  
Via email: franck.moyo@searshc.com

**RE: Kmart Store #7648**  
**FG, LLC - Mauston, WI**

**Terms: DUE UPON RECEIPT**

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REIMBURSEMENT FOR EXPENSES: 4th Quarter 2018  
(October 1, 2019 to December 31, 2018)

K-mart sq.ft.: 67,332  
Shopping Center sq.ft.: 140,712

	<u>Amount</u>		<u>Tenant's %</u>		<u>Total</u>
Parking Lot Sweeping /					
Snow Removal / Landscaping	\$ 19,956.00	@	47.85%	=	\$9,548.95
<b>(NOTE: Our vendor bills us a flat fee for Sweeping, Snow Removal &amp; Landscaping)</b>					
Parking Lot Re-Striping/Re-Paving	\$ -	@	100%	=	
Parking Lot Lighting	\$ 1,035.35	@	47.85%	=	<u>\$495.41</u>
<b>TOTAL</b>	<b>\$20,991.35</b>				<b>\$10,044.36</b>
<b>BALANCE DUE UPON RECEIPT</b>					<b><u>\$10,044.36</u></b>

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A net amount is due upon receipt of this invoice. Please remit payment to:

**FG, LLC**  
2940 Westwood Blvd., 2nd Floor  
Los Angeles, CA 90064

Dmark

S5615 Pikes Peak Rd.  
North Freedom, WI 53951  
Phone: 608-383-4727

# Invoice

Date	Invoice #
10/1/2018	1051

Bill To
FG, LLC 2940 Westwood Blvd 2nd Floor Los Angeles, CA 90064

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Property Management of Mauston Plaza	6,652.00	6,652.00
	Sales Tax	5.50%	0.00
Thank you for your business.		<b>Total</b>	\$6,652.00



Dmark

55615 Pikes Peak Rd.  
North Freedom, WI 53951  
Phone: 608-383-4727

# Invoice

Date	Invoice #
10/30/2018	1065

Bill To
FG, LLC 2940 Westwood Blvd 2nd Floor Los Angeles, CA 90064

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Property Management of Mauston Plaza	6,652.00	6,652.00
Thank you for your business.		<b>Total</b>	\$6,652.00

Dmark

S5615 Pikes Peak Rd.  
North Freedom, WI 53951  
Phone: 608-383-4727

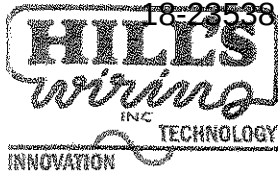
# Invoice

Date	Invoice #
11/30/2018	1076

Bill To
FG, LLC 2940 Westwood Blvd 2nd Floor Los Angeles, CA 90064

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Property Management of Mauston Plaza	6,652.00	6,652.00
Thank you for your business.		<b>Total</b>	\$6,652.00



18-23538-sh Dec 1866

Filed 01/25/19

Entered 01/25/19 15:23:28

Main Document

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INVOICE

P.O. Box 47  
Baraboo, WI 53913  
P: (800) 584-6690  
F: (608) 356-9399  
www.hillswiring.com

INVOICE	72638	PAGE	1
DATE	10/03/2018		
REFERENCE			
TELEPHONE	310-229-8941		
JOB NUMBER	69206		
FORMAT	LC		
ACCT	108046		
SNAME	FG		
SOLD BY			
AUTHORIZED BY	MIKE SIDLEY		

**CUSTOMER**

FG LLC  
2940 WESTWOOD BLVD 2ND FLOOR  
LOS ANGELES CA 90064

**JOB LOCATION**

FESTIVAL FOODS.  
750 N. UNION STREET, MAUSTON WI

FOR 24 HOUR EMERGENCY SERVICE - 356-9797  
WE ACCEPT MASTER CARD, VISA & DISCOVER

**JOB DESCRIPTION**

REPAIR A PARKING LOT CIRCUIT THAT KEEPS TRIPPING.

**Labor / Work Description****Charge**

5/17/2018 BYPASSED PHOTO EYE AND TURNED ON BUILDING LIGHTS. THREE LED WALL PACKS HAVE ONLY ONE OF THE TWO DIODES LIGHTING. THEY DO NOT APPEAR TO HAVE MOISTURE IN THE LENS BUT A BUCKET TRUCK IS NEEDED TO REACH THEM TO DO FURTHER INSPECTION. PHOTO EYE WAS NOT WORKING. REPLACED AND TESTED. LIGHTS CAME BACK ON AS TECHNICIAN WAS LEAVING. THE NEW PHOTO EYE FAILED. CHECKED VOLTAGE. GETTING 280V ON LIGHTING LEG. NEED TO INSTALL A 277 - 480V PHOTO EYE INSTEAD OF A 120-277V.

5/18/2018: REPLACED PHOTO EYE WITH A 208-277V LED COMPATIBLE PHOTO EYE AND TESTED. NEED TO RETURN TO REPLACED FAULTY WALL PACKS.

5/29/2018: FOUND 15 NOT WORKING. UNABLE TO ACCESS 18 SO REPLACED 14, 15 AND 17 AND TOO GOOD DRIVER FROM 15 AND REPLACED IT WITH THE BAD DRIVER IN 18. ALL LIGHTS ARE NOW WORKING.

Labor Provided

640.00

Labor Total

640.00

**Quantity Material / Work Description**

1.00 W/P 2 GANG BLANK  
1.00 208/277V 3100/4150W BUTTON

Material Total

26.10

**Quantity Direct Charge Description****Charge**

05/29/2018 3.50 BUCKET TRUCK

369.25

Direct Total

369.25

**TOTAL \$**

**1,035.35**

HILL'S WIRING INC.  
615 W. Hill Street  
Baraboo WI 53913

CUSTOMER	FG LLC		
ACCT	108046	INVOICE	72638
DATE	10/03/2018	JOBNUM	69206
STATUS	OPEN	AMOUNT DUE	1,035.35
PAYMENT			

**TERMS** NET 10 DAYS LATE FEE IS 18% ANNUM

## EXHIBIT 2

## INVOICE

**FG, LLC**  
c/o Michael I. Sidley  
2940 Westwood Blvd., 2nd Floor  
Los Angeles, CA 90064  
310-229-8941 or 310-474-5370

Date: January 8, 2019

TO: Kmart Corporation  
Store #7648  
c/o Sears, Roebuck and Co.  
3333 Beverly Road  
Hoffman Estates, IL 60179  
Attn Vice President Real Estate  
Dept. 824RE

RE: Kmart Store #7648  
Mauston Shopping Center  
Mauston, WI

Via email: franck.Moyo@searshc.com, tammi.banaszak@searshc.com, bridget.cooke@searshc.com

Make all checks payable to: FG, LLC

Terms: DUE UPON RECEIPT

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### PROPERTY TAXES FOR 2018 (1st & 2nd Installments)

Tenants Prorata Share

Shopping Center Sq.Ft.	140,712
Tenant Sq.Ft.	67,332
Tenant's Prorata Share	47.85%

	<u>Gross Amount</u>	<u>Pro Rata %</u>	<u>Pro Rata Share</u>
1st & 2nd Installments - Property Tax:	\$150,218.69	47.85%	\$71,881.04

**TOTAL DUE: \$71,881.04**

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The total is due upon receipt of this invoice. Please remit payment to:

FG, LLC  
2940 Westwood Blvd., 2nd Floor  
Los Angeles, CA 90064

*or submit payment directly to our bank as you would your rent payments.*

If you have any questions about this bill, please contact Terri Sao at terrisao@aol.com or 310-474-5370. Thank you.

Full Payment of: \$150,218.69

or First Installment of: \$75,109.35

Due on or Before: January 31, 2019

Make Check Payable to: CITY OF MAUSTON

Installments may be paid as follows:  
\$75,109.35 due by January 31, 2019  
\$75,109.34 due by July 31, 2019

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.  
06-15N-04E Acres: 13.480  
LOT 1, VOL. 4 C.S.M. PG. 322  
#1206 & PT. OF LOT 1, VOL. 10  
CSM PG. 195, #2677; PT. S 1/2  
SWFR 1/4 EXCEPT 619510  
Property Address 750 N UNION ST

325562 292511648.1 000851  
FG LLC  
2940 WESTWOOD BLVD 2ND FL  
LOS ANGELES CA 90064

Y OF MAUSTON

STATE OF WISCONSIN

2018 REAL ESTATE PROPERTY TAX

Assessed Value Land	Ass'd Value Improve	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Total Est. Fair Mkt.	
527,000	4,659,900	5,186,900	0.943	558,900	4,942,100	5,501,000	<div>A star in this box means unpaid prior year taxes.</div>

Taxing Jurisdiction	2017	2018	2017	2018	% Tax Change	Gross Property Tax	150,295.67
	Est. State Aids Allocated Tax Dist.	Est. State Aids Allocated Tax Dist.	Net Tax	Net Tax		First Dollar Credit	-76.98
STATE OF WISCONSIN						Lottery Credit	-
JUNEAU COUNTY	178,928	156,661	36,109.42	34,096.43	-5.6	Net Property Tax	150,218.69
CITY OF MAUSTON	1,535,168	1,561,422	54,495.34	58,062.30	6.5		
WTC	203,361	189,793	8,624.97	8,114.05	-5.9		
SCH D OF MAUSTON	2,971,677	2,684,024	49,435.00	50,022.89	1.2		
Total	4,889,134	4,591,900	148,664.73	150,295.67	1.1		
	First Dollar Credit		71.34	76.98	7.9		
	Lottery and Gaming Credit						
	Net Property Tax		148,593.39	150,218.69	1.1		

TOTAL DUE FOR FULL PAYMENT

PAY BY January 31, 2019

\$150,218.69

Warning: If not paid by due date, installment option is lost and total tax is delinquent and subject to interest and, if applicable, penalty. Failure to pay on time. See reverse side.

Local taxes reduced by local levy tax credit \$ 9567.62

FOR INFORMATIONAL PURPOSES ONLY  
Voter approved temporary tax increases:

Net Assessed Value Rate (Does NOT reflect credits) .028976010

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
SCH D OF MAUSTON	2772.57	73.47	2021

PAY 1ST INSTALLMENT OF:  
\$75,109.35  
Pay to Local Treasurer By January 31, 2019  
Amount Enclosed: \$ \_\_\_\_\_  
Make Check Payable to:  
CITY OF MAUSTON  
TREASURER  
303 MANSION ST  
MAUSTON WI 53948  
Bill # 325562  
Parcel # 292511648.1

AND PAY 2ND INSTALLMENT OF:  
\$75,109.34  
Pay to County Treasurer By July 31, 2019  
Amount Enclosed: \$ \_\_\_\_\_  
Make Check Payable to:  
JUNEAU COUNTY TREASURER  
DENISE J GIEBEL  
220 E STATE ST ROOM 112  
MAUSTON WI 53948  
Bill # 325562  
Parcel # 292511648.1  
Phone 608-847-9308

OR PAY FULL AMOUNT OF:  
\$150,218.69  
Pay to Local Treasurer By January 31, 2019  
Amount Enclosed: \$ 150,218.69  
Make Check Payable to:  
CITY OF MAUSTON  
TREASURER  
303 MANSION ST  
MAUSTON WI 53948  
Bill # 325562  
Parcel # 292511648.1

FG LLC  
Include This Stub With Your Payment

FG LLC  
Include This Stub With Your Payment

FG LLC  
Include This Stub With Your Payment

FG, LLC

2940 WESTWOOD BLVD. 2ND FLOOR  
LOS ANGELES, CA 90064

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5-234/110

1/8/2019

PAY TO THE  
ORDER OF City of Mauston - Treasurer

\$\*\*150,218.69

One Hundred Fifty Thousand Two Hundred Eighteen and 69/100\*\*\*\*\*

DOLLARS

City of Mauston - Treasurer  
303 Mansion Street  
Mauston, WI 53948

MEMO

Bill #325562 / Parcel #292511648.1 - Full Amount

AUTHORIZED SIGNATURE

⑈001277⑈

FG, LLC

City of Mauston - Treasurer

paid in full amount for 2018

1/8/2019

150,218.69

1277

Boston Private Bank &amp; Bill #325562 / Parcel #292511648.1 - Full Amou

150,218.69

FG, LLC

City of Mauston - Treasurer

paid in full amount for 2018

1/8/2019

150,218.69

1277

Boston Private Bank &amp; Bill #325562 / Parcel #292511648.1 - Full Amou

150,218.69

Security features. Details on back.



**CERTIFICATE OF SERVICE**

Paul L. Ratelle certifies that he served a true and correct copy of the attached **FG, LLC's Cure Claim Objection For Store No. 7648 (Mauston, Wisconsin) and Reservation of Rights** via transmission of Notice of Electronic Filing generated by CM/ECF on all parties of record, and on parties listed below as indicated.

Dated: January 25, 2019.

**FABYANSKE, WESTRA, HART &  
THOMSON, P.A.**

By: /s/ Paul L. Ratelle  
Paul L. Ratelle (*pro hac vice* pending)  
Minnesota Bar No. 127632  
pratelle@fwhtlaw.com  
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Minneapolis, MN 55402  
Telephone: (612) 359-7636  
Facsimile: (612) 359-7602

*Attorneys for FG, LLC*



**SERVICE LIST**

**VIA EMAIL**

I. Bid Notice Parties

a. Debtors

Rob Riecker: rob.riecker@searshc.com  
Luke Valentino: luke.valentino@searshc.com  
Mohsin Meghji: mmeghji@miiipartners.com  
General Counsel: counsel@searshc.com

b. Debtors' counsel

Ray Schrock, Esq.: ray.schrock@weil.com  
Jacqueline Marcus, Esq.: jacqueline.marcus@weil.com  
Garrett A. Fail, Esq. garrett.fail@weil.com  
Sunny Singh, Esq. sunny.singh@weil.com  
Ellen J. Odoner, Esq. Ellen.Odoner@weil.com  
Gavin Westerman, Esq. Gavin.Westerman@weil.com

c. Debtors' investment banker:

Brandon Aebersold and Levi Quaintance: project.blue.rx@lazard.com

II. Buyer Parties

a. Buyer

Kunal S. Kamalani: kunal@eslinvest.com  
Harold Talisman: harold@eslinvest.com

b. Counsel

Christopher E. Austin, Esq.: caustin@cgsh.com  
Benet J. O'Reilly, Esq.: boreilly@cgsh.com  
Sean A. O'Neal, Esq.: soneal@cgsh.com

III. Consultation Parties

a. Bank of America

Paul Leake, Esq.: Paul.Leake@skadden.com  
Shana Elberg, Esq.: Shana.Eiberg@skadden.com  
George Howard, Esq.: George.Howard@skadden.com

b. Wells Fargo Bank

Kevin J. Simard, Esq.: ksimard@choate.com  
Jonathan D. Marshall, Esq.: jmarshall@choate.com

c. Committee

Ira S. Dizengoff, Esq.: idizengoff@akingump.com  
Philip C. Dublin, Esq.: pdublin@akingump.com  
Abid Qureshi, Esq.: aqureshi@akingump.com  
Sara L. Brauner, Esq.: sbrauner@akingump.com

**VIA FIRST CLASS MAIL**

Transform Holdco, LLC  
c/o ESL Partners, Inc.  
Attention: Kunal S. Kamlani and Harold Talisman  
1170 Kane Concourse, Suite 200  
Bay Harbor Islands, FL 33154

Sears Holding Corporation  
Attn: General Counsel  
3333 Beverly Road  
Hoffman Estates, IL 60179

Weil, Gotshal & Manges LLP  
Attention: Ray C. Schrock, P.C.,  
Ellen J. Odoner, Gavin Westerman and Sunny Singh  
767 Fifth Avenue  
New York, New York 10153

Cleary Gottlieb Steen & Hamilton LLP  
Attention: Christopher E. Austin,  
Benet J. O'Reilly and Sean A. O'Neal  
One Liberty Plaza  
New York, NY 10006